

Application number: 09/628098

Art Unit: 3691

Applicant: Khai Hee Kwan

Examiner: Akintola Olabode.

Title: Computer System and Method for online display, negotiation and management of loan syndication over computer network.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TO: Commissioner for Patents
Virginia 22313-1450

Sir/Madam:

Response to FINAL Action Letter mailed April 16 2008

1. As per above action letter, Claims 1, 3, 8, 21, 23, 26, 31, 33 and 36 are rejected under 35 USC 103(a) as being obvious by Tengel (US 5940812) in view of Adams et al (US 6898636) further in view of Connolly ("S&P Starts New Service for Rating Private Placements", Dec 21,1992) and Goldblatt J ("Fitch creating a database to rate Buyout Firms on How Well Targets fare Series :11" American Banker, NY Oct 15, 1997).
Claims 1-5,8,21-26,28-20,31,33-34,36-38 rejected under 35 USC 112 para 1.
(Note the same rejections are verbatim maintained from the previous Action Letter 10 Jan 2008)

2. In this reply, the applicant merely supply his response to the examiner's remarks page 7-8, arranged in the same order of those remarks for further consideration.

Yours truly,



Khai H Kwan
Customer Num 023336

12 MAY 2008

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Para 1 USC 112 -

(claim 1,21,25)

- 5 The applicant disagrees with the examiner and suspect there is perhaps a misunderstanding. The applicant will attempt to explain step-by-step how a user on a client machine post data to a server over the internet to facilitate understanding.

- Assuming the client machine is connected to the server via the Internet as stated in
10 specification (Fig 1A). Firstly, the user must open a program generally known as a browser on his client machine. Once this browser is enabled, the user will input “http://www.loansyndicate.com/loandata.asp” on the URL field of said browser. This really means the user is asking the server to return the form called loandata.asp to browser (‘a request’ to server) . By clicking on return after typing in
15 “http://www.loansyndicate.com/loandata.asp”, the server will receive a request from client’s browser to retrieve said file/form which is for posting data. The applicant submits at this stage, the server is actually receiving a request to post data as claimed.

- It is also obvious that when the form is return to the client machine, the browser will
20 interpret the form and display the form which in this example is designed to input data ready for submission. It is also clear if this form is designed to post data to a database, it has to be coded with a “connection” link which is a function requesting the database to accept the data in the loandata.asp file. This is also a request to post data to a database once executed on the server side and can be expressed as:

25

```
DSN = "DRIVER={Microsoft Access Driver (*.mdb)};  
PWD=43323423;THREADS=25; MAXBUFFERSIZE=2048;DBQ=" &  
server.mappath("dbs\cc.mdb")
```

- 30 conn.Open DSN

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It is also noted that at the machine level, the client transmits a signal to the server to be ready. The whole process is known as "handshake". This is common in TCP/IP protocol. For example, A TCP connect requires a three-way handshake (1) sending a SYN packet, (2) receiving a SYN/ACK packet and (3) sending an ACK packet. At program/browser level, on top of TCP/IP runs HTTP which requires the webserver to listen to request and to response to the requirements. For example, to retrieve a document via HTTP the browser transmits the following request to the server: "GET /request-URI HTTP/version", where version tells the server which HTTP version is used. These are also well known in the art.

The passages cited in the application as filed previously by the applicant clearly mentioned that the users are desirable to post data to a website. The method of posting data using a browser is well known and must include first sending a request from the browser to the server to return a particular file which is capable of posting data as explained above.

In reference to the examiner's comments, it is obvious the examiner had misconstrued the claims which describe what is happening at the server. The examiner wrote "The examiner interpretation of the passages is that the requirement to syndicate a loan opportunity is already resident in the server and while the lender may retrieve this information from the server, the loan syndicates and originators do not 'post' this information as a result of a request".

It is obviously untenable to suggest 'the requirement to syndicate a loan opportunity is already resident' from reading those passages since each one of them clearly states they have to be POSTED. If they are resident, pray how did these data get into the server in the first place ?

The examiner further states that “ The word ‘post’ suggests inputting and uploading information to the server or host which does not require ‘a request’ ”.The examiner is suggesting that one skilled in the art when reading will find “request” is not needed. In
5 view of the cited passages, perhaps the examiner could provide some example where it is possible to post without sending a request to post first, so the applicant could understand the real nature of the complaint or misunderstanding under Para 1 USC 112.

Here, the claimed element (at server) is “receiving a request to post” is proper and is
10 found clearly in those cited passages which teaches user posting in view of one skilled in the art. Para 1 of USC 112 deals with one skilled in the art to know how to make use of the same and is found in the written description at that time of filing. As submitted, those skilled in art of computing must surely know how to operate a browser and the first step in posting data is to send a request to post as explained above. Therefore, the applicant is
15 unable to agree with the examiner.

Non-Functional descriptive material -

The examiner noted that ‘requirement to syndicate a loan opportunity’ is only different
20 by “nonfunctional descriptive material” and treats it as a simple loan criteria or requirements for loan without “to syndicate”. The applicant respectfully disagrees as this clearly ignores the fundamental difference of the subject matter “to syndicate a loan opportunity” and discount the claimed invention to be the same as loan application. The examiner provided no reasoning to state “to syndicate” is nonfunctional descriptive
25 material. It should be noted on appeal which is the subject of the cited case (Re Gulack), the Federal Circuit reversed stating as follows:

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“Differences between an invention and the prior art cited against it cannot be ignored merely because those differences resides in the content of the printed matter. Under 103, the board cannot dissect a claim, excise the printed matter from it, and declared the remaining portion of the mutilated claim to be unpatentable. The claim must be read as a whole.” The Federal Circuit also noted that printed matter may well constitute structural limitations on which patentability can be predicated (id, 217 USPQ at 403)

It is obvious the examiner had failed to read the claim as a whole by dissecting “to syndicate” out and assume wrongly that the steps would be performed the same regardless of the type of loan (page 7). Obviously no reasoning was given here to state so. As explained in a simple loan only requires one lender and one borrower which data could be matched (Tengel) while to syndicate requires negotiation (as claimed) as opposed to matching. Because syndication requires negotiation claimed elements, it is functional and is observed in the consequential elements in response to those who send a comment as claimed. Furthermore, it is the need to syndicate which transforms the machine to function as a platform to negotiate as opposed to match differentiating from Tengel. Therefore, to conclude ‘to syndicate a loan opportunity’ is non-functional by assuming it is another variety “type of loan” is untenable as syndicate is a claimed process of making a loan by negotiation.

ANY-

As for accessibility to ANY entities on the network, the examiner merely replied that ALL entities are not recited in the rejected claims. The applicant respectfully disagrees, the word “ANY” by itself is clearly understood and the applicant was merely explaining that the word ANY includes those lenders and borrowers; which is clearly understood not from the specification but from the ordinary meaning of the word ANY. The applicant was not reading from the specification into the claims and there was no need to do so

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except for the sake of reminding the examiner that it includes both lenders and borrowers.

The word “entities” is a generic word and is well understood and needs no definition.

Obviousness -

5

(combining Tengel & Adams)

In reply, the applicant must add that the test of obviousness still requires a reason/motivation to combine after KSR. With respect, the examiner merely concluded the reason is for “negotiating the terms of the loan carried out over the network”. (page 4)

- 10 As mentioned previously, this reason is untenable as Tengel’s clearly teach its invention as an automated matching process for a loan application. It is not even syndicated one but by purely to match lender/borrower according to parameters/data submitted while syndication is amongst lenders negotiating the terms and conditions. The examiner did not provide any explanation as to why an automated matching process would now be
- 15 modified to “negotiate” which is a manual, slow and painful process to satisfy the conditions & terms between two or more lending parties as opposed to a single lender. The lack of explanation to modify here is fatal and there is no prima facie for 103.

Be that as it may, Adams also did not exactly satisfy the elements in the claims either.

- 20 Adams teaches a need for secure document transmission between users. (Col 3 line 35). It is clear Adams teaches making comments in the documents using ordinary word processor viewable by selected entities. (Col 3 lines 52-55). The comment module 66 of Adams is not for ONLINE communications with first entity (Col 12 line 5-7). Amendments using amendment module 62 in Adams but are appended on the document
- 25 which is then accessible to authorised users (col 11 line 53 to col 12 line 7). In fact Adams only teach using email to send comments to the originator (Col 14 line 48) and not by online means (for example see Application Fig 9 similar to chat programs where both parties have to be ONLINE in real time.) since it is clear email is does NOT

inherently teach as a method to negotiate. Email is merely a communication tool providing feedback/comment and the other party need not be ONLINE.

Even if Adams and Tengel could be combined (which is denied), this difference of able to negotiate online with non-selected entities to syndicate a loan opportunity (as opposed to automatically matching them - Tengel and negotiating with selected entities by commenting on loan docs or email -Adams) have not been explained by the examiner to show in combination the claimed invention is obvious.

(combining Tengel & Adams & Goldbatt)

The examiner only provided “obvious to one ordinary skill in the art at that time of the invention to rate lenders based on their past syndication performance” which is also conclusory. Goldbatt teaches of credit rating tailor for private placement market.

(abstract). It is clear this rating is directed to the companies receiving the private placement (recipient) but this does not mean rating the entities based on past syndication data (ie the originator). As mentioned, the reason given by the examiner does not answer why is there a need to combine Goldbatt with Tengel and Adams. In short why would Tengel needs to rate its lenders when it uses an automated matching process ? To conclude it is obvious to rate does not assist the examiner in answering the reason to combine. Does it matter since we are talking about past syndication performance and not credit rating of its lenders ? What is the connection between credit rating of recipients to past performance of the originators ? In view that Tengel’s is an automated matching process, it is clear that its lender’s past performance is not an issue since how it closes a loan deal depends on matching (which in turn on data submitted) and not negotiation. In short, knowing the credit rating of its lender will not assist the closing of the loan as the success of the loan applicant depends on the applicant’s data it submits and parameters set by the potential lender rather than the credit rating of the potential lender.

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Other Claims –

The applicant repeats his submission dated 3 March 2008 in its entirety.

5 Conclusion

The applicant respectfully submits all rejections are respectfully traversed for the reasons above.

- 10 In ending, if the examiner agrees there are clearly patentable subject matters found in our claimed invention but does not feel the present claims are technically adequate, applicant respectfully request the examiner writes acceptable claims in pursuant to MPEP 707.07(j).

- 15 Yours truly,

A handwritten signature in black ink, appearing to be 'KHAI H KWAN', written in a stylized, cursive-like font.

- 20 Khai H Kwan
Applicant
Customer Num 023336